

## Terrebonne Parish Recording Page

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**First VENDOR**

DEAN, JACQUELINE MILES

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C & H CANAL LANDS L L C

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### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Terrebonne Parish, Louisiana

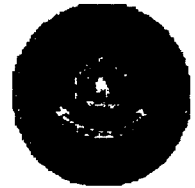
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UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TERREBONNE

**Act of Exchange**  
by and between  
**Lynn Dean**, husband of and  
**Jacqueline Miles Dean**  
and  
**C & H Canal Lands, L.L.C.**

BE IT KNOWN that on the 29<sup>th</sup> day of October, 2012, before me, the undersigned notary, and in the presence of the undersigned competent witnesses, personally came and appeared

**Lynn Dean** husband of and **Jacqueline Miles Dean**, both persons of the full age of majority, domiciled in the Parish of Terrebonne, State of Louisiana, who, under oath, declared unto me, Notary, that they have been married but once and then to each other and that they are presently living and residing together at 310B Dean Court, Houma, Louisiana 70363;

and

**C & H Canal Lands, L.L.C.**, a limited liability company formed under the laws of Louisiana domiciled in the Parish of Terrebonne, State of Louisiana, with its registered office at 310B Dean Court, Houma, Louisiana 70363;

who declared that they did and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows:

For and in consideration of the transfer to them as hereinafter set forth, **Jacqueline Miles Dean** and **Lynn B. Dean**, do hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto **C & H Canal Lands, L.L.C.** the following described property, to wit:

**SEE EXHIBITS A-J ATTACHED HERETO**

And, now for and in consideration of this transfer, **C & H Canal Lands, L.L.C.** does hereby grant, bargain, assign, set over, transfer and deliver unto **Jacqueline Miles Dean** and **Lynn B. Dean**, the following:

**CERTIFICATE NO. 1**  
**CONTAINING 10,000 MEMBERSHIP UNITS IN C & H CANAL LANDS, L.L.C.**

This exchange is made and mutually delivered and accepted by the parties hereto. It is further agreed and understood that the properties exchanged are equal in value.

To have and to hold the above described properties unto said parties, respectively, the one exchanger unto the other, their heirs, successors and assigns forever. All taxes due and exigible at the time of this exchange have been paid by **Jacqueline Miles Dean** and **Lynn B. Dean**. **C & H Canal Lands, L.L.C.** will pay the ad valorem taxes beginning with those due for calendar year 2012.

The parties hereto waive any conveyance, mortgage, and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith.

THUS DONE AND PASSED at Houma, Louisiana, on the day, date, and year first above written, in the presence of the undersigned competent witnesses who sign their names, with the appearers and me, Notary, after due reading of this act.

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WITNESSES:

Cherry Dean  
Witness's Signature

Jacqueline Miles Dean  
Jacqueline Miles Dean  
for herself and  
as attorney-in-fact for Lynn B. Dean

Cherry Dean  
Witness's Printed Name

Lynn B. Dean  
Lynn B. Dean

Sharon M. Williams  
Witness's Signature

Jacqueline Miles Dean  
C & H Canal Lands, L.L.C.  
by: Jacqueline Miles Dean, Member, and as  
attorney-in-fact for Lynn B. Dean, Member

SHARON M. WILLIAMS  
Witness's Printed Name

Lynn B. Dean  
C & H Canal Lands, L.L.C.  
by: Lynn B. Dean, Member

Gregory W. Rome  
Gregory W. Rome, Notary Public  
LSBA No. 32665  
Commission expires at death

## EXHIBIT A

A CERTAIN PORTION OF LAND with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and prescriptions thereunto belonging or in anywise appertaining situated in St. Bernard Parish, State of Louisiana located in Township 14 South, Range 13 East and being the greater portion of Lot R-1 of the Poydras Plantation on map of resubdivision of Section "R" made by J.W.T. STEPHENS, C.E., dated March 21, 1924 (1934), said portion of land begins at the intersection of a 24 feet wide road paralleling the original Louisiana Southern Railroad right of way and a neutral strip of land 20.5' feet wide paralleling the St. Bernard—Plaquemines Parish lines thence along said 24 feet wide road South boundary going East for a distance of 104.4 feet, more or less, thence South for a distance of 150' feet, thence East 110' feet to the boundary line of plot R-1, thence in a Southerly direction over the original East boundary of Lot R-1 for a distance of 793.55' feet, more or less, thence West a distance of 214.4' feet to the 20.5' neutral strip, thence in a Northerly direction along said 20.5' neutral strip a distance of 943.44' feet more or less, to the point of beginning.

It is distinctly understood that vendors are selling and transferring unto vendee all of lands and improvements, owned by it and him (them) in original Plot R-1 which is to be delineated on a survey of Eugene Estopinal, C.E., this date completed and to be attached to C.O.B. 88, folio 133 in the public records of St. Bernard Parish.

Vendors also sell, transfer, convey, assign, and deliver unto vendees all of its and his right, title, interest and prescriptions it and he may have, but without warranty not even for return of purchase price unto the so called neutral strip of ground which is described as follows—"Beginning at the intersection of the boundary line separating St. Bernard and Plaquemines Parishes at its intersection with the right of way of the Louisiana Southern Railroad, and measures thence 20.5 feet in an Easterly direction to the Western Boundary of Lot R-1, and thence extending in depth between equal and parallel lines in a Southerly direction 1,068.25', more or less."

Vendors also sell, transfer, convey, assign and deliver unto the vendee all of its and his right title and interest an prescriptions into the projection of the frontage of the property herein conveyed to the center line of the St. Bernard-Point-a-La-Hache Highway as well as the projections of said frontages previously sold to Albert M. Jeanfreau and the St. Bernard Congregation of the Roman Catholic Church, all without warranty, not even for the return of the purchase price. Vendee hereby takes cognizance of the right of ways burdening the property herein sold.

Being the same property conveyed to Lynn B. Dean by Edmond D. Collins and the Plaquemines Parish Canning Co., Inc. in a sale with mortgage executed June 10, 1964 and recorded in the public records of St. Bernard Parish in C.O.B. 88, folio 133.

**EXHIBIT B**

A CERTAIN TRACT OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana in Township 14 South, Range 13 East and being a portion of Lot R-1 of the Poydras Plantation on map of resubdivision of Section "T" made by J.W.T. Stephens, C.E., dated March 21, 1924; and the said tract or portion of land herein conveyed is designated as Lot "J" on sketch of survey made by Gilbert & Kelly, Surveyors, dated June 11, 1952, and according to which said survey, the said Lot "J" measures Fifty (50') Feet front by depth of One Hundred Fifty (150') Feet, with width in the rear of Fifty (50') Feet.

Being the same property acquired by Lynn B. Dean from Albert M. Jeanfreau by cash sale executed July 14, 1967, and recorded in the public records of St. Bernard Parish in C.O.B. 98, folio 433.

### EXHIBIT C

A CERTAIN PORTION OR PLOT OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and prescriptions thereunto belonging or in anywise appertaining situated the Parish of St. Bernard, State of Louisiana in Township 14 south, Range 13 east, and being a portion of Lot R-1, Poydras Plantation on a map of resubdivision of Section R made by J.W.T. Stephens, C.E., dated March 21, 1924, and which said portion or parcel of ground is described and delineated as follows:

Said portion or plot of land commences at a distance of 643.55 feet from the intersection of the northwest boundary of Lot R-1 as it intersects with a 24 foot road paralleling the original Louisiana Southern Railroad right-of-way and so-called neutral strip of land 20.5 feet wide paralleling the St. Bernard-Plaquemines Parish lines, (Said neutral strip of land is now and has been claimed by Lynn B. Dean and his authors in title) and measures thence 200 feet in a southerly direction towards the rear of Lot R-1; thence at an angle of approximately 103 degrees, 13 minutes a a distance of 214.4 feet in the direction of Lot R-2; thence on an angle of approximately 76 degrees, 46 minutes a distance of 200 feet in a northerly direction towards the Poydras-Point-a-la-Hache Highway; thence at an approximate angle of 103 degrees, 13 minutes a distance of 214.4 feet to the point of beginning.

Being the same property acquired by Lynn B. Dean from Douglas Dean by Act of Exchange executed December 1, 2010, and recorded in the public records of St. Bernard Parish in C.O.B. 1000, folio 35.

**EXHIBIT D**

CERTAIN PORTION OF LAND, with all the improvements thereon, rights, ways, privileges, servitudes and prescriptions thereunto belonging or in anywise appertaining, and to me known as "Farm Site", situated on the East Bank of the Mississippi River in the Parish of St. Bernard, State of Louisiana, located in T. 14 S.E. 13 E. designated as Plot "T," on a plan of survey by Corwin A. Robert, C.E., Surveyor, dated November 19, 1957, a copy of which is referred to in the act of acquisition by vendors herein registered in C.O.B. 70, Folio 386, records of St. Bernard Parish, Louisiana, and copy of which is annexed to this act for purposes of reference; the said Plot "T" herein sold, begins at the intersection of the rear line and the east boundary line of the original Plot "M" from which this portion of land is taken; and thence along its east boundary to a point 100 feet, and thence is bounded on the north by boundary line, from East to West 214.4 feet to the West boundary line of the original Plot "M," and thence in southerly direction along said boundary line for a distance of 100 feet, to the Intersection of the West boundary line and rear line of the original Plot "M," and thence in an easterly direction of said original rear boundary for a distance of 214.4 to the point of origin.

The original Plot "M" is now divided into three plots, namely Plot "T" above described having a width of 100 feet, Plot "S," adjoining with a width of 100 feet, and the remainder of Plot "M" with a remaining width of 200 feet, measured along the east and west boundary line of the original Plot "M," the said Plot "M" originally R-1 of Poydras Plantation as per plan of survey of Section B, by J.W.T. Stephens, C.M./E. dated March 21, 1921, C.O.B. 42, Folio 172, Parish of St. Bernard.

Being the same property acquired by Lynn B. Dean from Anna Mae Collins and her husband Louis Latapie by cash sale executed September 1, 1961, and recorded in the public records of St. Bernard Parish in C.O.B. 79, folio 433.

## EXHIBIT E

A CERTAIN PORTION OF LAND, together with the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana in Township 14 South, Range 13, East, and being the West One-Half of Lot R-2 of the Poydras Plantation according to a sketch of survey made by William C. Hunter, C.E. dated March 21, 1954, the said tract herein described commences at the intersection of Lot R-1 and Lot R-2 on a road 24 feet wide paralleling the east side of the Louisiana Railway boundary line, and runs thence 107.20 feet along said road, and thence in a southeasterly direction a distance of 1043.55 feet to the rear line of said property, and thence in a westerly direction a distance of 107.20 feet to the boundary line of Lot R-1, and thence running in a northwesterly direction, a distance of 1043.55 feet to the point of beginning; said above described tract being the west one-half of Lot R-2 on a map of J.W.T. Stephens, C.D., dated December 20, 1923.

Also a 7 foot strip of the East one-half of the original Lot R-2 which commences on the Eastern Boundary of the property hereinabove described and measures 7 feet front on a 20 foot roadway, a like width in the rear by a depth of 1,043.55 feet between equal and parallel lines.

All of said property is more accurately described and delineated on a survey of Eugene I. Estopinal, C.E., dated February 4, 1966 and attached to the sale recorded at C.O.B. 94, folio 38 in the public records of St. Bernard Parish and according to which commences 214.40 feet from the edge of a so-called 20.50 foot neutral strip (which is claimed by vendee) and the intersection of a 24 foot road paralleling the East side of Louisiana Railway Boundary Line and runs thence 114.20 feet on said road toward original Lot R-3 of poydras plantation Subdivision with a like width in the rear by a depth between equal and parallel lines of 1043.55 feet.

The original lot R-2 has been subdivided into R-2-B and R-2-A and the property herein conveyed has been designated as Lot R-2-A and the subdivision thereof has been approved by the St. Bernard Parish Police Jury by resolution adopted on February 17, 1966, a certified copy of which is recorded in the conveyance records of St. Bernard Parish.

Being the same property acquired by Lynn B. Dean from Odile Morales, Lucille Evans, Helen Evans, and Frank Evans, Jr. by act of Cash sale executed April 5, 1966, and recorded in the public records of St. Bernard Parish in C.O.B. 94, folio 38.



## EXHIBIT F

A CERTAIN TRACT OR PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in Township 14 South, Range 13 East, and being the greater portion of the east one-half of Lot R-2 of the Poydras Plantation; according to sketch of survey made by Eugene I. Estopinal, C.E., dated May 13, 1960, a copy of which is annexed to a collateral mortgage granted by Evela Guidry, wife of/and Edmond D. Collins, executed before Allen J. Tillery, Entry No. 44467, recorded in M.O.B. 68, folio 149, Parish of St. Bernard; and according to said survey, said tract or portion of ground commences at a distance of One Hundred Seventy-Four and twenty hundredths feet (174.20') from the intersection of Lot R-1 and R-2 on a road twenty-four feet (24') wide paralleling the east side of the Louisiana Southern Railway boundary line, and runs thence from point designated as Letter "A" on survey hereinabove referred to, which is the point of beginning, a distance of Forty and twenty hundredths feet (40.20') to point designated as Letter "B", thence in a southeasterly direction a distance of One Thousand forty-three and fifty five hundredth feet (1,043.55) to the rear line which point is designated as Letter "C", thence in a westerly direction a distance of One Hundred and twenty hundredths feet (100.20') to a point designated as Letter "D", thence in a northwesterly direction Eight Hundred eight and fifty five hundredths feet (805.55') to point designated as Letter "E", thence in an easterly direction a distance of sixty (60') feet to point designated as Letter "F", thence in a northwesterly direction a distance of Two Hundred Thirty five feet (235') to point of beginning which is designated as Letter "A", all as designated on survey hereinabove referred to.

Being the same property acquired by Lynn B. Dean from Edmond D. Collins by cash sale executed January 26, 1967, and recorded in the public records of St. Bernard Parish in C.O.B. 97, folio 255.

**EXHIBIT G**

A CERTAIN TRACT OR PORTION OF GROUND, beginning at a point on the North Boundary of Lot R-1, Poydras Plantation, St. Bernard Parish, Fifty (50') Feet West of the Northeast corner of the above described lot; thence West along the North boundary of Lot R-1 for a distance of Sixty (60') Feet; thence South on a line parallel to the East boundary of Lot R-1 for a distance of One Hundred Fifty (150') Feet; thence East on a line parallel to the North boundary of Lot R-1 for a distance of Sixty (60') Feet; thence North on a line parallel to the East boundary of Lot R-1 for a distance of One Hundred Fifty (150') Feet to the point of beginning.

Being the same property acquired by Lynn B. Dean from the St. Bernard Roman Catholic Church by cash sale executed July 14, 1967, and recorded in the conveyance records of St. Bernard Parish in C.O.B. 98, 434.

All the rights and title Lynn and Jacqueline Miles Dean have or may have to the remainder of the eastern half of Lot R-2, whether acquired by acquisitive prescription or by some other means. The transfer of these rights are made without any warranty whatsoever, even for the return of the purchase price or property exchanged for it.

**EXHIBIT H**

A CERTAIN PORTION OF LAND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated on East Bank of Mississippi River, in the Parish of Plaquemines, Louisiana, about nine miles below the limits of the City of New Orleans, and bounded on the upper or east side by the boundary line separating the Parishes of Plaquemines and St. Bernard, and bounded on the front or north by the right-of-way of the Louisiana Southern Railroad Company, bounded on the lower or west side by the upper bank of the Navigation Canal of the Phillips Land Company, and bounded in the rear or on the South side by a line parallel to the right-of-way of the Louisiana Southern Railroad Company, and distance 1675 feet from said railroad right -of-way, said portion of land containing the equivalent of five square acres.

**Less and Except**

A portion of land conveyed by Plaquemines Parish Canning Company, Inc., and Edmond D. Collins to Richard Chalaire measuring 55.20 feet on the present right-of-way of the Louisiana Southern Railroad Company, by a width in the rear of 55.0 feet, by a depth on its eastern side line in a southerly direction 70.0 feet, and by a depth of 63.52 feet on its opposite side line. All as more fully shown, and in accordance with, a plan of survey made by Thomas P. Reed, Civil Engineer, dated May 10, 1961, a white print copy of which is annexed to the cash sale filed in the public records of Plaquemines Parish in C.O.B. 240, folio 347.

Being the same property acquired by Lynn B. Dean. from the Plaquemines Parish Canning Company, Inc., and Edmond D. Collins by cash sale executed June 4<sup>th</sup>, 1961, and recorded in the public records of Plaquemines Parish in C.O.B. 240, folio 347.

### EXHIBIT I

A certain tract of land situated in the Parish of Terrebonne, State of Louisiana, located in Section 12, T-17-S, R-17-E and being more particularly described in part in a map made by Douglass S. Talbot, R.L.S. dated June 15, 1981, the latest revision being July 13, 1981, and in part by a lot line adjustment approved and accepted by the Terrebonne Regional Planning Commission March 1, 2012. The tract is more particularly described as follows:

Commencing at the conventional northwest corner of Section 12, T17S, R17E, thence S 73° 29' 37" E a distance of 765.83 feet to a point; thence along a curve to the left having a delta of 2° 54' 14", radius of 1,115.68 feet, arc-length of 56.54 feet, and a tangent of 28.28 feet to a point; thence S 01° 01' 44" E a distance of 480.23 feet to a point; thence S 88° 59' 46" E a distance of 556.50 feet to a point; thence S 1° 00' 14" W a distance of 407.31 feet to the point of beginning;

Thence S 89° 02' 03" E a distance of 188.66 feet;

Thence S 2° 26' 26" E a distance of 857.87 feet;

Thence N 88° 52' 17" W a distance of 110.47 feet;

Thence S 1° 07' 43" W a distance of 292.62 feet;

Thence N 88° 27' 07" W a distance of 439.62 feet;

Thence S 4° 46' 27" W a distance of 60.92 feet;

Thence S 86° 44' 58" W along an existing chain link fence to the right-of-way of Dean Court;

Thence N 1° 00' 08" E a distance of 1243.19 feet;

Thence S 89° 48' 55" E a distance of 115.41 feet;

Thence S 27° 42' 39" E a distance of 26.06 feet;

Thence S 89° 02' 03" E a distance of 416.16 feet to the point of beginning,

Said property containing approximately 19.813 acres, together with bulkheading, mooring dolphins, oxygen, propane, compressed air, water and electrical service lines and all improvements thereon and property functionally related and subordinate to said property.

Being the same property conveyed to Lynn B. Dean by Dean Boats, Inc. by act executed June 25, 1990, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1241, folio 39, and part of the same property conveyed to Lynn B. Dean by Dean Boats, Inc. by act executed March 31, 1989, and recorded in the Conveyance Records of Terrebonne Parish in C.O.B. 1184, folio 741.

**EXHIBIT J**

THAT CERTAIN PORTION OR STRIP OF GROUND, measuring 20.5 feet on the extreme lower boundary of the original Poydras Plantation and which said strip extends from the lower water mark of the Mississippi River to the extreme rear limits of Poydras Plantation. This said strip or portion of ground has been designated and delineated a 20.5 foot neutral strip on the various surveys and is located in the Parish of St. Bernard and the Southern line is believed to form the boundary lines between St. Bernard and Plaquemines Parish.

Being the same property acquired by Lynn B. Dean from Edwin T. Russell by conveyance executed April 8, 1968, and recorded in the public records of St. Bernard Parish in C.O.B. 100, folio 454.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF TERREBONNE

**Durable  
Power of Attorney**

By:

Lynn B. Dean

In Favor of:

Jacqueline Miles Dean

BE IT KNOWN that on the 1<sup>st</sup> day of December, 2010, before me, Gregory W. Rome, a notary public duly qualified in and for the above stated state and parish, and in the presence of the named and undersigned competent witnesses, personally appeared **Lynn B. Dean** ("principal"), a person over the age of the majority and a resident of Terrebonne Parish, Louisiana, whose permanent mailing address is **2406** Dean Court, Houma, LA, 70363. He declared under oath that he has been married but once and then to **Jacqueline Miles Dean**, from whom he has never been separated or divorced and with whom he currently lives or resides. And he further declared that he appoints **Jacqueline Miles Dean** ("agent") to be his agent and attorney-in-fact with full power and authority to act for, in the name of, and on behalf of principal, and to do all acts necessary or deemed appropriate by agent in representing principal, including but not limited to the following:

1. *Business and Affairs.* To conduct, manage, and transact the business and personal financial matters of principal, of every nature and kind without exception; to bind principal as surety for any obligation.
2. *Correspondence.* To open and read all letters, telegrams, cablegrams, facsimiles, electronic mail, and other correspondence addressed to principal and to answer same in principal's name.
3. *Banking.* To make, endorse, accept, and to pay promissory notes, drafts, and bills of exchange; to sign checks drawn on and to draw money out of any bank, homestead, or other financial institution or other account in which funds may be on deposit in the name of or for the account of principal; to deposit checks, drafts, and bills of exchange in any account standing in the name of principal; to deliver to any bank or other financial institution any promissory notes or other instruments for collection; to open, manage, operate, renew, or close any account at any bank or financial institution in the name of principal; and to deposit or withdraw all or part of the funds, including certificates of deposit, checking, savings, money market, or any other type of account or any Treasury notes or bills, with the preceding being illustrative and not limiting the generality of this power.
4. *Securities.* To sell, purchase, and transfer shares of stock, bonds, or any other securities of any corporation or any other legal entity, whether private or public and whether registered in the name of the principal or not, and to receive and take receipt for the sale price of the securities; to receive and take receipt for all dividends, coupons, or other distributions due or to become due on the same; to deliver, pledge, and pawn the shares of stocks or bonds; to attend meetings of the stockholders of any corporation or holders of any securities of any legal entity in which principal may be interested and to vote in the name of principal on all

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Williams & Rome, L.L.C. • Attorneys at Law • Chalmette, Louisiana

questions and matters that may be submitted or considered at such meeting; to receive all documents and notices; and to exercise all rights and fulfill all obligations of principal regarding any security of any type, value, or nature. For the purposes of this paragraph, a membership or management interest in a Limited Liability Company constitutes a security of a legal entity.

5. *Loans.* To borrow money in principal's name from any bank or other financial institution; to make, issue, and endorse any promissory note in the name of principal, and to renew the same from time to time; to deliver, pledge, and pawn the same; and to waive and renounce any prescription accrued on the same.
6. *Property – Sale, Purchase, Lease, Mortgage, Pledge.* To alienate, acquire, sell, swap, donate, mortgage, encumber, pledge, purchase, lease or grant servitudes pertaining to immovable (real) or movable (personal) property, although not described in this instrument (as permitted by La. Civil Code art. 2996), on such terms and conditions as determined by agent and to execute such documents to effect such acts and receive or pay amounts pursuant to such acts.
7. *Property – Mineral Rights.* To execute mineral leases and other contracts, including utilization and pooling agreements, for the exploration and development of oil, gas, salt, sulfur, and other minerals in and under any property of principal or in which principal may have an interest, on such terms and conditions and for such consideration as agent may deem proper, and to receive and take receipt for the bonuses, rents, and proceeds of the same; to execute mineral and property deeds or leases either selling, buying, or leasing minerals or royalty rights; and to execute all division orders or other agreements of every nature and kind in connection with or relative to the acts.
8. *Judicial Proceedings.* To appear before all courts in connection with any claims and to prosecute, defend, or compromise and settle the same by agreement, arbitration, or otherwise; to accept service of process on behalf of principal; to sign all pleadings and do all things necessary; to obtain writs of attachment, sequestration, and injunction; and to take appeals and, in any such instances, to furnish and sign on behalf of principal the requisite security bonds.
9. *Successions.* To represent principal judicially and otherwise, whether as heir, legatee, creditor, executor, administrator, or otherwise, in all successions or estates in which principal is, may be, or may become interested; to accept or renounce the same; to apply for the administration of the succession or estate and to demand, obtain, and execute all orders, decrees, and tax returns as agent may deem proper; and to settle, compromise, and liquidate principal's interest in the same and to receive and take receipt for all property and effects to which principal may be entitled in respect of the successions or estates.
10. *Agents and Proxy.* To act for principal and be principal's substitute in all instances in which principal has been or may be appointed the agent of others; and to vote proxies of others issued in the name of principal and to execute proxies in favor of others to vote in the name of principal.
11. *Claims.* To demand, obtain, recover, and take receipt of amounts of money, goods, properties, and effects to which principal is now or may be in the future entitled; and to that end, to compromise and adjust all accounts and other obligations and to give full and sufficient discharge and acquittance for the same.
12. *Creditors' Meetings.* To attend meetings of creditors in which principal may be interested and to vote in principal's name on all questions and matters that may be submitted to or considered at such meetings.
13. *Donations.* To donate any asset of principal to any person under any terms and

conditions determined by agent.

14. *Tax Returns and Related Matters.* To file any United States, Louisiana, or other tax returns (including, but not limited to, income tax returns); to apply for extensions of time to file tax returns; to file elections related to tax matters; to represent the principal in connection with any matter relating to any taxes; to grant powers of attorney to any authorized representative relating to tax matters; and to take any action relating to taxes, including, but not limited to, taxes of the United States and the State of Louisiana.
15. *Medical Decisions.* To make any and all medical decisions related to treatment of the physical and/or mental health of the principal, including, but not limited to, consulting with and granting authorization to hospitals, doctors, nurses, and other medical personnel to take appropriate action regarding the physical and/or mental health of the principal, and to appoint one or more physicians to examine the principal when required by principal's agreement to determine if principal is mentally or physically capable to perform those activities and functions that are conditioned by principal's agreement on principal's physical or mental health. This authority does not authorize agent to make decisions related to withholding life sustaining support measures as defined in La. Rev. Stat. §§ 40.1299.58.2, *et seq.*, or to consent to the commitment of principal to an institution of mental health without following the procedures prescribed by La. Rev. Stat. Ann. §§ 28.1, *et seq.*
16. *Insurance.* The exercise any right, option, or privilege available to principal regarding any policy of insurance of any type, including life insurance or annuities, and including but not limited to, the right to surrender the policy; to make a policy loan; to make a claim; to receive payment on any claim; to elect settlement or disbursement options; to receive any check or draft; and to endorse, collect, and receive the proceeds of same.
17. *General.* To do and perform each and every other act, matter, or thing as may be appropriate in agent's discretion as if such act, matter, or thing were or had been particularly stated in this instrument.
18. *Liability of Agent.* Agent will be liable only for breach of duty to principal committed in bad faith. Principal will indemnify agent and hold agent harmless for all reasonable costs, fees, and expenses regarding all matters in this contract, legal actions brought by or against the agent for which agent is not liable within the standard specified in this section.
19. *Limitation of Authority.* Anything herein to the contrary notwithstanding, this power of attorney shall be construed and the authority herein granted shall be limited so that:
  - 19.1. None of the above income earned or attributable to the properties covered by this power of attorney shall be taxed to the agent; and
  - 19.2. The properties covered by this power of attorney shall not be included in the gross estate of agent or taxed in agent's estate as a general power of appointment as said term is defined in Section 2041 of the Internal Revenue Code of 1986, as amended. In this regard, no power created herein shall be exercisable by any agent in its own favor, or in favor of the agent's estate, the agent's creditors or the creditors of the agent's estate.
20. *Reliance.* This power of attorney may be filed and recorded with the Clerk of Court for Terrebonne Parish and registered in the conveyance records, and will remain in effect as to third persons dealing with the agent until either the power or substitute power of attorney is revoked by notarial act and recorded as set forth

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above, or the third person receives written notice of revocation, whichever occurs first. If any party who relies on this power of attorney delivers written notice to the principal, this power of attorney will remain in effect until the party receives written notice of revocation, notwithstanding recordation of revocation as stated above.

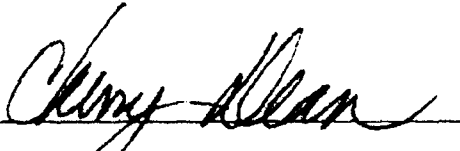
21. *Durability.* The agency created by this power of attorney shall be "durable" and will not terminate in the event of principal's incapacity, disability, or other condition that makes an express revocation of the mandate impossible or impractical, all as provided by La. Civ. Code article 3026.

THUS DONE AND PASSED in duplicate original, on the day, month, and year first above written, in the presence of the undersigned competent witnesses who have signed there names together with principal, agent, and me, notary.

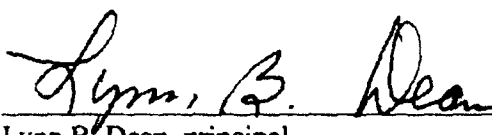
Witnesses:

  
DOUGLAS DEAN

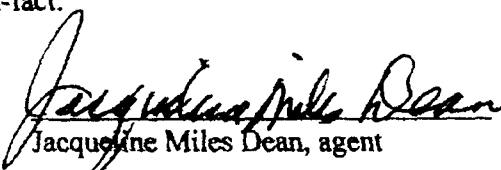
Print Name

  
Cherry Dean

Print Name

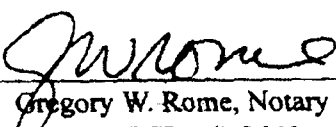
  
Lynn B. Dean, principal

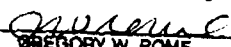
The undersigned accepts the appointment created by this power of attorney to act as principal's true and lawful agent and attorney-in-fact.

  
Jacqueline Miles Dean, agent

Williams & Rome, L.L.C. • Attorneys at Law • Chalmette, Louisiana

St. Bernard Parish, State of Louisiana  
I certify this to be a complete, exact and true  
copy of the original document. Certified this  
15<sup>th</sup> day of August 2012

  
Gregory W. Rome, Notary Public  
LSBA #32665  
My Commission is for Life.

  
GREGORY W. ROME Notary Public  
My commission expires Upon Death

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